

DELPHI

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TO: Honorable Robert D. DRAIN
US Bankruptcy Judge, So. District of NY
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FROM: ***aB***

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ADDITIONAL COMMENTS:

THANK You For your Consideration!

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Please call me at -5714 for any questions.

17-Jun-2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004 -1408

In Regards: Delphi June 1, 2009 Master Disposition Agreement, Article 9.5.11,
Docket Number 05-44481 (RDD).

I respectfully object to the position Delphi Corp. is taking towards the treatment of binding legal agreements for retention bonuses and/or severance agreements which states in Article 9.5.11 that the severance payments will be terminated upon the closing (emergence) date, for those employees that terminated prior to the June 1 date.

I especially object to the position Delphi advances in their "proposed" modifications to "alter" their legal agreement for myself to receive 12 months "retention" bonus (they used a standard severance form), to a newly modified 6 months pay, in return for the assigned duties I fulfilled for them prior to leaving the company this upcoming July. This offered and agreed upon document was witnessed in Nov. 2008 on our Athens, Al. site. Letters by Mr. Butler and Sheehan, officers of Delphi, in March of 2009 confirmed that our agreement would be grandfathered in, however, now it's to be tossed out.

What I can't reverse is the work that I contributed in the past year that prevented an entire new pressure hose program for GM Europe from collapsing, with a potential millions of dollars in penalties. The Saginaw Divisional Engineer in charge suddenly quit in Feb. 2008 and I took over this program, spent approximately 2 weeks a month in a small Mexican town at some risk to my well-being (110 days traveling last year) and managed to work with /train the 3-4 Hispanic Engineers that will do the job I was expected to do by myself in our Athens, Alabama plant (which is now being closed). I fulfilled more than would normally be expected of a person in my role. Now, Delphi has returned the favor by stripping my family of retiree healthcare, probably the pension if it goes to the PBGC, and the very last straw, our agreed upon severance being at least cut in half.

Definitely not a bond or stock speculator in Delphi, I'm a 52 year old Delphi salaried engineer, given a difficult job assignment traveling overseas frequently, who comes back home to find a closing plant, in a stagnant job market, with no way of recouping the four to five hundred thousand dollars in pensions and healthcare Delphi wishes to walk away from. If I was still the GM engineer I spent 20 years as before being forced into the "experiment gone bad" called Delphi (my transfer to GM was blocked as I was a mission critical employee), then I would not be as severely impacted, in fact, I'd have a pension, healthcare,, and a job most likely. What a deal.....

So, I would like to request that you please consider the Severance payment entitlement by my Nov. 2008 contract where I waived rights through a Release of Claims to be a contract entered in during bankruptcy and not just a Delphi provided benefit that can be altered on a whim. I expect them to honor their valid, binding, legal contract. This is not much money in the grand picture and the cost will disappear within 12 months, so it's not a long-term drag on profits.

Sincerely,



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